

2013 – 2014 NEW-STUDENT HOUSING CONTRACT

**St. Mary’s College of Maryland
Office of Residence Life
18952 E. Fisher Road
St. Mary’s City, MD 20686**

INSTRUCTIONS: Please print all information legibly. If you have not yet had your 18th birthday, a parent or guardian must co-sign with you. After reading the entire contract, completing this page, and signing in the space below, submit this form to the Office of Residence Life by June 1. Information about room selection and special housing (single rooms, townhouses, suites, non-traditional students, gender neutral) is available in the Office of Residence Life. Please pay particular attention to application deadlines. NOTE: No student will be given on-campus housing without having verification of either the required immunizations or a waiver of immunization and a completed Health History form on file in the Health Center.

HOUSING FEES: Annual fees for the 2013 – 2014 academic year:
Single room: \$7,435 Double room: \$6,575 Triple room: \$6,575
Quad room: \$6,575 Suite double: \$7,040 Suite single: \$7,435
Apartment single: \$7,890 Apartment double: \$7,770 Townhouse: \$8,055
If this contract is used for the 2014–2015 academic year, new fees, as yet to be determined, will be used.

MEAL PLANS: All resident first-year students and transfer sophomores, juniors, and seniors living in the residence halls or suites must choose one of the unlimited access meal plans. Townhouse or Waring Commons apartment residents may select any meal plan, but are not required to purchase a meal plan. Refer to the new-student mailing for additional meal plan information. Students living in residence halls or suites that do not select a meal plan will be assigned the Silver Plan.

Select one:
Unlimited Access Meal Plans:
 Silver Plan: 12 guest passes plus \$400 Dining Dollars \$4,860/year
 Gold Plan: 20 guest passes plus \$600 Dining Dollars \$5,060/year
 Platinum Plan: 32 guest passes plus \$800 Dining Dollars \$5,260/year

Meal Credit Meal Plans:
 250 Meal Credit: 250 meals plus \$600 Dining Dollars \$3,350/year
 150 Meal Credit: 150 meals plus \$600 Dining Dollars \$2,475/year
 Flex Plan: 20 meals plus \$800 Dining Dollars \$1,050/year

APPLYING FOR HOUSING FOR ACADEMIC YEAR 2013 – 2014 BEGINNING
 FALL or SPRING **SEMESTER**

BIRTH DATE: _____ **AGE:** _____ **GENDER:** _____

NAME _____

STUDENT ID NUMBER or SOCIAL SECURITY NUMBER _____
(optional)

HOME ADDRESS _____

CITY _____ **STATE** _____

ZIP CODE _____ **HOME PHONE** _____

STUDENT’S CELL PHONE _____ **CELL CARRIER:** _____

EMERGENCY CONTACT NAME _____

TELEPHONE _____ **RELATIONSHIP TO YOU** _____

LIST ALLERGIES, MEDICAL CONDITIONS, MEDICATIONS (optional; to be used only in the event of an emergency):

TERMS OF THE CONTRACT: I understand that by signing below or by submitting the contract electronically, I am entering into a binding contract for the academic year stated above; the College, upon accepting this contract, agrees to provide a bed space for the academic year and grants to the student a revocable license to live in the College’s housing subject to the terms and conditions of this contract. The parties agree that, notwithstanding any language to the contrary contained herein, this contract does not constitute the grant of a tenancy or leasehold to the student, and Maryland Real Property Code Ann., Title 8 “Landlord and Tenant,” does not apply to this contract. This contract is subject to all terms and conditions enumerated on both sides of this contract, all College and/or residence life policies published on the SMCM website, in the Student Handbook, the College catalog, and any other College rules or procedures as may be amended. Although the amount due will be billed in two installments, the contract is for the entire amount applicable to the room type listed. Any refunds that may be granted are subject to schedules and conditions established by the College and listed in the College catalog. The College further reserves the right to cancel a student’s housing, with no refund, if, in its sole discretion, the College determines that the student’s continued residence represents a threat to the health, safety, or welfare of the student or any member of the College community or that the student’s behavior has indicated an unwillingness or inability to abide by the Housing Contract, College policies and procedures as stated on the back of this document, in the Student Handbook, and on the SMCM website, and all state, federal, and local laws, ordinances or regulations. The fee increase is subject to SMCM Board of Trustees approval.

SIGNATURE or ID Number: _____
(for electronic submissions)

DATE _____

SIGNATURE OF PARENT OR GUARDIAN _____

(If student is not at least 18 years of age)

DATE _____

Please read the information on the back.

RESIDENCE LIFE POLICIES

The opportunity to live on campus is a privilege, not a right, and is extended only to students who agree by the signing of this contract to abide by all College rules and Residence Life policies. In addition to the policies stated in this contract, students living on campus agree to follow all College and other Residence Life policies including but not limited to those published on the SMCM website, in the Student Handbook, and the College catalog as may be amended, from time to time.

1. Assignment of Spaces: On-campus housing is available to students classified by the College as full-time (12 or more credits). Students who wish to drop below full-time status must receive prior written approval from the associate dean of students. Each student must occupy the room assigned by the Office of Residence Life, and a student may not change rooms without written permission from that office. A student may not allow another person to occupy an assigned room. The College retains the right to reassign any resident student to an alternate room within the facilities. Spaces will be reserved for new first-year students who may be assigned to any type of room except a townhouse or apartment. Rooms must be vacated no later than 24 hours after withdrawing from the College or after the student's last examination of the semester. If a resident finds it impossible to live with a roommate or makes it impossible for someone to live with him/her, both students may be reassigned to new rooms if available, or if the student has violated any rules, procedures, or College directives, the student may be required to vacate the residence halls and is subject to additional conduct action.

2. Opening and Closing of the Facilities, and Check-Out: Opening and closing dates and times for room occupancy are specified on the College calendar and must be observed. Students may not move into their residences early nor will they be allowed to deliver personal property to their rooms before the residences open. Residence halls are closed during vacations and no student is permitted to remain in the halls during these periods. Students are advised to make suitable arrangements elsewhere, including arrangements for transportation if the person who is providing transportation is unable to do so at the required time. Students must check out of their residence in the presence of a staff member, following established guidelines. Failure to do so will result in a \$50 fine. Only graduating seniors, ushers, and students with prior, written approval are permitted to remain in the residences until Commencement.

3. Room Entry: The College reserves the right to inspect student rooms for physical condition, cleanliness, and general maintenance; to investigate alleged violations of the rules and regulations of the College or any governmental law or regulation; and to investigate situations where the health and welfare of anyone may be in question.

4. Personal Property: The College is not responsible for the loss or damage to a student's personal property for any cause whatsoever. Students should record serial numbers of valuable personal items and obtain appropriate insurance for personal property.

5. Use of Premises: Residents may not use or permit the use of their rooms, the buildings, or any residential facility for any illegal or commercial purposes. The sale of goods and services is not allowed in the residences unless a permit is obtained in advance from the Office of Residence Life. Structural modification to student rooms is not permitted. Only College-provided lofts are permitted in the buildings. Cooking is not permitted in student rooms with the exception of the kitchens in the townhouses and apartments. The unauthorized use of or tampering with emergency or fire equipment or any other College property is subject to immediate suspension from assigned housing, revocation of this contract and all housing privileges, conduct action, and civil and criminal action.

6. Items Prohibited in Residences: The following items as may be amended are prohibited in the residences: air conditioners, personal refrigerators over five cubic feet, motorcycles, cooking and heating appliances, exterior radio or TV antennas, firearms (or facsimiles), ammunition, knives longer than 3" except for use for food preparation in townhouses or apartments, firecrackers, explosives, candles, and flammable liquids (such as gasoline), incense, and halogen lamps and bulbs, illegal drugs, alcoholic beverages by those under 21, and any illegal substances. Bicycles are permitted only in areas set aside for their storage and are not permitted in the corridors. Animals or pets, with the exception of non-meat-eating fish and non-venomous reptiles and service animals, are not permitted in any residence. Any unauthorized items may be impounded and stored at the student's expense.

7. Housing Deposit and Maintenance Fee: For resident students, \$200 of the \$500 non-refundable commitment deposit will be applied to the student's first semester housing bill (as a pre-payment). In addition, each year a resident must pay a non-refundable maintenance fee of \$50. The maintenance fee includes, but is not limited to, costs for any breakage, damage, loss of College property, and any other financial obligation owed to the College.

Students are responsible for damages that occur in public areas of their residence unless the damage can be attributed to specific individuals or groups. Students receive itemized statements of any charges assessed to their accounts. If these charges exceed the maintenance fee, the student will be billed the difference. Students who cause excessive room or common-area damage (in the residence halls, \$150 or more; suites, townhouses, and apartments, in excess of \$300) may have their Housing Contract revoked and face additional conduct action.

8. Utilities and Furnishings: The College agrees to provide utilities to include electricity, water, and heat for the residence halls, suites, townhouses, and apartments. Central air conditioning is provided in Caroline, Prince George, Lewis Quad, and Waring Commons from early May to late September (approximately). Students are responsible for their long distance phone bills. Washers and dryers are available for resident student use in common areas at no additional charge. Room furnishings include bed, desk, chair, dresser, desk hutch (in most rooms), mirror, wastebasket, and shades or blinds. (Calvert Hall rooms do not have bookcases.) The furnishings are to remain in the room for the entire academic year. Common-area furniture is not permitted in student rooms. Townhouse, apartment, suite, and residence hall keys may not be duplicated and should not be given to others. Tampering with a lock or front door combination will result in conduct action.

9. Release from Contract: Except in the cases listed below, this contract is binding for one academic year. A resident may be released from this contract for the following reasons: part-time status, marriage, absence from campus due to a College-approved program (for example, internship or student-teaching outside St. Mary's County or study abroad), leave of absence, mid-year graduation, transfer, withdrawal, failure to register for at least 12 credits for new students by August 15 (for fall) or December 1 (for spring), or unusual circumstances. To be released from the contract, a resident must submit a timely written request to the Office of Residence Life, to be reviewed by a special committee or designated administrator who will render a decision regarding a waiver. The deadline for such request from new students for release for the fall semester will be June 1. The deadline for such request for such release for the spring semester will be November 1. If a resident submits a late request, he or she will be deemed in breach of this contract. If a resident files a late request that is after the deadline but by July 1 (fall) or December 1 (spring), the student will be charged ten percent (10%) of the assigned housing rate for the type of housing assigned for that semester. If the request is filed after July 1 (fall) or December 1 (spring) but before classes begin, the student will be charged twenty percent (20%) of the assigned housing rate for the type of housing assigned for that semester. If a student is academically dismissed prior to the start of the fall semester, the housing deposit will be refunded. If a student is dismissed at any other time, cancels his or her registration and housing, or decides to transfer, withdraw, or take a leave of absence, the charges and deadlines noted above will be enforced. Students who elect to move off-campus without prior written approval from the Office of Residence Life or who notify the College after classes begin that they will not be living on campus will be financially liable for the full amount of the semester's housing fee.

10. Continuous Housing: Only students living on-campus or participating in approved College-sponsored, off-campus programs, that submit a housing contract and deposit by the appropriate deadline, may select housing during the room selection period in March. The College reserves the right to temporarily suspend this policy when housing needs warrant such action.

11. Eight-Semester Housing Policy: Students submitting payment, a contract, and applications by the published deadlines will be eligible for housing for a maximum of eight semesters. Housing for transfer students will be prorated, based on earned credits. The College reserves the right to temporarily suspend this policy when housing needs warrant such action.

12. General Information: Information and changes to policies, procedures, deadlines, etc. are provided to students in newsletters produced by the Office of Residence Life on a regular basis, sent by email, and are published in the Student Handbook, the College Catalog, and/or on the SMCM website. A student who has been issued a housing contract is charged with staying informed of such changes and compliance, as necessary, with any changes that affect his or her housing privileges.

13. Electronic Submission of this Contract: Students submitting the contract electronically accept the terms and conditions elaborated in this contract. Once it is submitted, it is a legal and binding document.